

**ALABAMA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT**

IN THE MATTER OF:

**Frit Car, Inc.  
Brewton, Escambia County, Alabama  
USEPA ID Number ALD983177155**

Consent Order No. 25-XXX-CHW

**PREAMBLE**

This Consent Order is made and entered into by the Alabama Department of Environmental Management ("the Department" or "ADEM") and Frit Car, Inc. ("Frit Car") pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-17, as amended, and the Alabama Hazardous Wastes Management and Minimization Act ("AHWMMA"), Ala. Code §§ 22-30-1 to 22-30-24, as amended, and the regulations promulgated pursuant thereto.

**STIPULATIONS**

1. Frit Car operates a railcar repair facility (the "Facility") with EPA Identification Number ALD983177155, located at 1965 South Boulevard in Brewton, Escambia County, Alabama. Frit Car, as a result of its operations at the Facility, was a small quantity generator of hazardous waste, a small quantity handler of universal waste, and a used oil generator, as defined in ADEM Admin. Code Div. 14, at all times relevant to this action.
2. The Department is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 to 22-22A-17, as amended.
3. Pursuant to Ala. Code § 22-22A-4(n), the Department is the state agency responsible for the promulgation and enforcement of solid and hazardous waste regulations in accordance with the federal Solid Waste Disposal Act §§ 1002 to 11012, 42 U.S.C. §§ 6901 to 6992k, as amended. In addition, the Department is authorized to administer and enforce the provisions of the AHWMMA, Ala. Code §§ 22-30-1 to 22-30-24, as amended.

## DEPARTMENT'S CONTENTIONS

4. On October 22, 2024, a representative of the Department's Industrial Hazardous Waste Branch conducted a compliance evaluation inspection ("CEI") of Frit Car. The CEI and a review of Frit Car's compliance showed the following:

(a) Pursuant to ADEM Admin. Code r. 335-14-3-.01(6)(b), a small quantity generator may accumulate hazardous waste on site without a permit or interim status provided the generator accumulates hazardous waste on site for no more than 180 days, unless it has been granted an extension to the 180-day period. ADEM Admin. Code r. 335-14-8-.01(1)(c) requires a permit for the "treatment", "storage", and "disposal" of any "hazardous waste" as identified or listed in Chapter 335-14-2.

Based on hazardous waste manifests and weekly inspection reports detailing the amount of hazardous waste stored in the hazardous waste central accumulation area, Frit Car stored hazardous waste without a permit for more than 180-days from the period of April 2023 through April 2024.

(b) Pursuant to ADEM Admin. Code r. 335-14-3-.01(2), a facility who generates a solid waste, as defined in 335-14-2-.01(2), must make an accurate determination as to whether that waste is a hazardous waste in order to ensure wastes are properly managed according to applicable AHWMMMA regulations.

Frit Car failed to make a waste determination on the following wastes:

- Paint and solvent contaminated tarps and personal protective equipment located in the exterior paint area; and
- Adhesive cement contaminated rollers and personal protective equipment located in the rubber lining building.

(c) Pursuant to ADEM Admin. Code r. 335-14-3-.01(8)(d)1., a small quantity generator of hazardous waste must submit a correct and complete ADEM Form 8700-12 (including all appropriate attachment pages and fees) reflecting current waste activities to the Department annually.

Frit Car failed to submit a correct and complete ADEM Form 8700-12 for 2023.

(d) Pursuant to ADEM Admin. Code r.335-14-17-.03(4)(c)1., containers and used oil tanks, except underground tanks, used to store used oil at used oil generator locations must be labeled or marked clearly with the words "Used Oil".

Frit Car failed to mark or label the following containers of used oil with the words "Used Oil":

- One 55-gallon drum of used oil located in the maintenance area; and
- One 5-gallon bucket of used oil located in the maintenance area.

(e) Frit Car failed to properly manage satellite accumulation containers of hazardous waste. As a result, Frit Car failed to comply with the following requirements:

(I) Pursuant to ADEM Admin. Code r. 335-14-3-.01(5)(a)4., a generator must keep satellite accumulation containers closed at all times during accumulation, except when adding, removing, or consolidating waste; or temporary venting of a container is necessary for the proper operation of equipment, or to prevent dangerous situations, such as build-up of extreme pressure.

Frit Car failed to close the following satellite accumulation containers:

- Two 55-gallon drums of hazardous waste located in the exterior paint area's mixing room.
- One 55-gallon drum of hazardous waste located in the interior paint area.

Waste was not being added to the containers, removed from the containers, or consolidated, nor was venting of the containers necessary.

(II) Pursuant to ADEM Admin. Code r. 335-14-3-.01(5)(a)5.(i), a generator must mark or label its satellite accumulation containers with the words "Hazardous Waste".

Frit Car failed to mark or label one 55-gallon satellite accumulation drum located in the exterior paint area's mixing room with the words "Hazardous Waste".

(III) Pursuant to ADEM Admin. Code r. 335-14-3-.01(5)(a)5.(ii), a generator must mark or label its satellite accumulation containers with an indication of the hazards of the contents.

Frit Car failed to mark or label the following satellite accumulation containers with an indication of the hazards of their contents.

- One 55-gallon drum of hazardous waste located in the exterior paint area's mixing room; and
- One 55-gallon drum of hazardous waste located in the interior paint area.

(f) Frit Car failed to maintain required records at the Facility. As a result, Frit Car failed to comply with the following requirements:

(I) Pursuant to ADEM Admin. Code r. 335-14-3-.01(6)(b)2.(iv)., a small quantity generator of hazardous waste must inspect central accumulation areas weekly. The small quantity generator must record inspections in an inspection log or summary. These records must be kept for at least three years from the date of inspection.

Frit Car failed to provide for review documentation that the facility inspected the hazardous waste central accumulation area weekly. At the time of inspection, documentation for several weekly inspections from the last three years were not available for review.

(II) Pursuant to ADEM Admin. Code r. 335-14-3-.01(6)(b)8.(vi)b., a small quantity generator must maintain records documenting the arrangements with the local fire department as well as any other organization necessary to respond to an emergency. This documentation must include documentation in the operating record that either confirms such arrangements actively exist or, in cases where no arrangements exist, confirms that attempts to make such arrangements were made.

Frit Car failed to provide for review documentation of arrangements made or attempts to make arrangements with local emergency responders.



(III) Pursuant to ADEM Admin. Code r. 335-14-3-.01(6)(b)9.(ii)a., a small quantity generator of hazardous waste must post the name and emergency telephone number of the emergency coordinator.

Frit Car failed to post the name and emergency telephone number of the emergency coordinator next to telephones or in areas directly involved in the generation and accumulation of hazardous waste.

(IV) Pursuant to ADEM Admin. Code r. 335-14-3-.01(6)(b)9.(ii)b., a small quantity generator of hazardous waste must post the location of fire extinguishers and spill control material, and, if present, fire alarm(s) next to telephones or in areas directly involved in the generation and accumulation of hazardous waste.

Frit Car failed to post the location of fire extinguishers, spill control material, and fire alarms next to telephones or in areas directly involved in the generation and accumulation of hazardous waste.

(V) Pursuant to ADEM Admin. Code r. 335-14-3-.01(6)(b)10.(ii), a small quantity generator must maintain at the site documentation that the required hazardous waste training has been administered to and completed by required employees.

Frit Car failed to provide for review documentation that the required hazardous waste training had been completed by an employee who handles hazardous waste.

5. On January 14, 2025, the Department issued a Notice of Violation ("NOV") to Frit Car, which cited violations of the hazardous waste regulations that were discovered during the CEI.

6. On May 1, 2025, Frit Car submitted to the Department a written response to the NOV, which stated that all violations cited in the NOV had been corrected.

7. Pursuant to Ala. Code § 22-22A-5(18), as amended, in determining the amount of any penalty, the Department must give consideration to the seriousness of the violation(s), including any irreparable harm to the environment and any threat to the health or safety of the public; the standard of care manifested by such person; the economic benefit which delayed compliance may confer upon such person; the nature, extent, and degree of success of such

person's efforts to minimize or mitigate the effects of such violation(s) upon the environment; such person's history of previous violations; and the ability of such person to pay such penalty. Any civil penalty assessed pursuant to this authority shall not exceed \$25,000.00 for each violation, provided however, that the total penalty assessed in an order issued by the department shall not exceed \$250,000.00. Each day such a violation continues shall constitute a separate violation. In arriving at this civil penalty, the Department has considered the following:

(a) **SERIOUSNESS OF THE VIOLATION(S):** In determining the seriousness of the violation(s), the Department considered the general nature and magnitude of the violation(s) along with the available evidence of irreparable harm to the environment and threat to the health or safety of the public.

(b) **STANDARD OF CARE:** In considering the standard of care manifested by Frit Car, the Department noted that the violation(s) described above were non-technical and easily avoidable. Consequently, Frit Car failed to exhibit a standard of care commensurate with the applicable regulatory standards.

(c) **ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED:** The Department has determined that no significant economic benefit was gained by Frit Car as a result of the alleged violation(s).

(d) **EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATION(S) UPON THE ENVIRONMENT:** There are no known environmental effects to mitigate as a result of the violation(s) referenced herein.

(e) **HISTORY OF PREVIOUS VIOLATIONS:** Based on a review of Department records, Frit Car does not have a history of similar violations.

(f) **ABILITY TO PAY:** The Department does not have any evidence indicating that Frit Car is unable to pay the civil penalty.

(g) **OTHER FACTORS:** It should be noted that this Consent Order is a negotiated settlement and, therefore, the Department has compromised the amount of the penalty that is warranted in the spirit of cooperation and the desire to resolve this matter amicably without

incurring the unwarranted expense of litigation (see Attachment A, which is made a part of the Department's Contentions).

8. The Department neither admits nor denies Frit Car's Contentions, which are set forth below. The Department has agreed to the terms of this Consent Order in an effort to resolve the alleged violation(s) cited herein without the unwarranted expenditure of State resources in further prosecuting the alleged violation(s). The Department has determined that the terms contemplated in this Consent Order are in the best interest of the citizens of Alabama.

#### **FRIT CAR'S CONTENTIONS**

9. Frit Car neither admits nor denies the Department's Contentions. Frit Car consents to abide by the terms of this Consent Order and to pay the civil penalty assessed herein.

#### **ORDER**

Therefore, without admitting that it has violated any statutes or regulations, Frit Car, along with the Department, desires to resolve and settle the alleged violation(s) cited above. The Department has carefully considered the facts available to it and has considered the six penalty factors enumerated in Ala. Code § 22-22A-5(18)c., as amended, as well as the need for timely and effective enforcement. The Department believes that the following conditions are appropriate to address the violation(s) alleged herein. Therefore, the Department and Frit Car agree to enter into this Consent Order with the following terms and conditions:

A. Frit Car agrees to pay to the Department a civil penalty in the amount of \$12,320 in settlement of the violation(s) alleged herein within forty-five (45) days of the effective date of this Consent Order. Failure to pay the civil penalty within forty-five (45) days from the effective date may result in the Department's filing a civil action in the Circuit Court of Montgomery County to recover the civil penalty.

B. Frit Car agrees that all penalties due pursuant to this Consent Order shall be made payable to the Alabama Department of Environmental Management by certified or cashier's check or other payment methods acceptable to the Department and shall be remitted to:



Office of General Counsel  
Alabama Department of Environmental Management  
P.O. Box 301463  
Montgomery, Alabama 36130-1463

Any payment submitted to the Department pursuant to this Consent Order shall reference Frit Car's name and address, and the ADEM Consent Order Number of this action.

C. Frit Car agrees to comply with all applicable terms, conditions, and limitations of the AHWMA and the regulations promulgated pursuant thereto immediately upon the effective date of this Order and continuing every day thereafter.

D. The Department and Frit Car ("Parties") agree that this Consent Order shall apply to and be binding upon both parties, and both parties shall direct their directors, officers, and employees implementing this Consent Order to comply with its provisions. Each signatory to this Consent Order certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Consent Order, to execute the Consent Order on behalf of the party represented, and to legally bind such party.

E. The Parties agree that, subject to the terms of these provisions and subject to provisions otherwise provided by statute, this Consent Order is intended to operate as a full resolution of the alleged violations cited herein.

F. Frit Car agrees that it is not relieved from any liability if it fails to comply with any provision of this Consent Order.

G. For purposes of this Consent Order only, Frit Car agrees that the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court of Montgomery County.

H. The Parties agree that the sole purpose of this Consent Order is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future which would constitute possible violations not addressed in this Consent Order, then such future violations may be addressed in orders as may be issued by the Director, litigation initiated by the Department, or such other enforcement actions as may be appropriate. Frit Car agrees not to



object to such future orders, litigation, or enforcement actions based on the issuance of this Consent Order if future orders, litigation, or other enforcement actions address new matters not raised in this Consent Order.

I. The Parties agree that this Consent Order shall be considered final and effective immediately upon signature of all parties. This Consent Order shall not be appealable, and Frit Car does hereby waive any hearing on the terms and conditions of this Consent Order.

J. The Parties agree that this Consent Order shall not affect Frit Car's obligation to comply with any federal, State, or local laws or regulations.

K. The Parties agree that final approval and entry into this Consent Order are subject to the requirements that the Department give notice of proposed orders to the public, and that the public have at least thirty days within which to comment on the Order.

L. The Parties agree that, should any provision of this Consent Order be declared by a court of competent jurisdiction or the Environmental Management Commission to be inconsistent with federal or State law and therefore unenforceable, the remaining provisions hereof shall remain in full force and effect.

M. The Parties agree that any modifications of this Consent Order must be agreed to in writing signed by both parties.

N. The Parties agree that, except as otherwise set forth herein, this Consent Order is not and shall not be interpreted to be a permit or modification of an existing permit under federal, State, or local law, and shall not be construed to waive or relieve Frit Car of its obligations to comply in the future with any permit.

Executed in duplicate, with each part being an original.

FRIT CAR, INC.

ALABAMA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT

Jimmy Blankenship  
(Signature of Authorized Representative)

\_\_\_\_\_  
Jeffrey W. Kitchens  
Acting Director

Jimmy Blankenship  
(Printed Name)

General Manager  
(Printed Title)

7-21-2025  
(Date Signed)

\_\_\_\_\_  
(Date Executed)

**Attachment A**

Frit Car, Inc.  
Brewton, Escambia County  
Facility ID No. ALD983177155

Violation	Number of Violations*	Seriousness of Violation*	Standard of Care*	History of Previous Violation*	
(a) Storage of hazardous waste without a permit	1	\$10,000	\$1,000	\$0	
(b) Failure to make proper waste determinations	1	\$2,500	\$250	\$0	
(c) Failure to submit ADEM Form 8700-12 to the Department annually	1	\$200	\$100	\$0	
(d) Failure to label containers of used oil with the words "Used Oil"	1	\$100	\$50	\$0	
(e) Failure to properly manage satellite accumulation containers	3	\$300	\$150	\$0	
(f) Failure to provide for review hazardous waste management records	5	\$500	\$250	\$0	<b>Total of Three Factors</b>
<b>TOTAL PER FACTOR</b>		\$13,600	\$1,800	\$0	\$15,400

Adjustments to Amount of Initial Penalty

Economic Benefit (+)	\$0	Amount of Initial Penalty	\$15,400
Mitigating Factors (-)	\$0	Total Adjustments (+/-)	-\$3,080
Ability to Pay (-)	\$0	<b>FINAL PENALTY</b>	\$12,320
Other Factors (+/-)	-\$3,080		

Footnotes

\* See the "FINDINGS" portion of the Order for a detailed description of each violation and the penalty factors.